

October 26, 1999

NewEnergy East, L.L.C.
1350 Avenue of the Americas
Suite 2015
New York, New York 10019-4801

This letter of intent is between NewEnergy East, L.L.C. (including but not limited to any current, future, direct or indirect subsidiaries, joint ventures, affiliates or sub-contractors) ("NEE") and Powerweb Technologies, Inc., a New Jersey corporation, having its principal place of business at 655 Niblick Lane, Suite 100, Wallingford, PA 19086 ("PWT"). Now, therefore, in consideration of the foregoing and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto intend to execute the following:

NewEnergy is a "nationally focused" energy supplier in the business of providing energy as well as energy services to customers in the industrial and commercial marketplace.

PWT is in the business of providing interactive information systems (Omni-Link[®]) to energy suppliers. These interactive information systems enable an energy supplier to offer additional value added services to their customers.

PWT has developed an interactive information system for the telecommunication industry. This system is specifically designed to utilize existing load management programs from the PJM to enable a customer to execute energy-saving services as well as capacity-side sales. PWT intends to exclusively partner with NEE in offering this system and these related services to the Bell Atlantic Corporation.

NEE intends to pre-purchase products, services and project development expertise from PWT for the Bell Atlantic Corporation after all specific due diligence items are addressed and satisfied by NEE.

If NEE decides not to move forward with an exclusive partnership with PWT, NEE shall have no obligation to PWT.

NEE acknowledges that PWT brought the concept of reserve capacity sales to the PJM to NEE and agrees not to independently pursue this opportunity in the telecommunication industry (specifically Bell Atlantic). In addition, NEE agrees to maintain all confidentiality obligations detailed in the executed non-disclosure agreement.

POWERWEB TECHNOLOGIES
655 Niblick Lane, Suite 100
Wallingford, PA 19086
888-2POWERWEB
FAX 610-874-7212
www.2powerweb.com

Exhibit H

PW00065

NEE / POWERWEB LETTER OF INTENT - 1 -



If NEE decides to move forward with an exclusive partnership with PWT NEE agrees to fund the sale, design, installation and configuration of an Omni-Link application specifically for Bell Atlantic by prepaying PWT for products, services and project development. In the course of due diligence NEE will determine the amount needed. It is anticipated that this sum could be \$500,000 (five hundred thousand dollars). NEE may specify how this money is to be distributed and utilized for these information system sales within the Bell Atlantic Corporation.

PWT agrees to an open book pricing policy where both parties split equally the costs and profits on all system sales. PWT also agrees that in the event that NEE is unable to realize a profitable return on investment with the Omni-Link® product within the Bell Atlantic organization, PWT will extend the exclusive partnership to other regional telecommunication companies.

As described herein, the satisfactory completion of the technical due diligence review in NEE's sole judgment is a condition proceeding any payment. Further, both parties may terminate this letter of agreement at any time for any reason and have no further liability other than the confidentiality obligations detailed in the non-disclosure agreement and this document.

DUE DILIGENCE CHECK LIST ITEMS:

1. Describe and provide detailed documentation on the value proposition to NEE of owning an exclusive license to the Omni-Link technology.
2. Describe and provide detailed documentation on the value proposition to a Bell Atlantic of purchasing an Omni-Link system from NEE.
3. Describe and provide detailed documentation on which services can be offered to Bell Atlantic and how they interact with NEE's supply side marketing strategies.
4. Describe and provide detailed documentation on how a capacity side virtual sale is transacted and demonstrate an actual sale with all contractual support documentation.
5. Describe and provide detailed documentation on the marketing penetration strategy of the product line within the Bell Atlantic organization.
6. Describe and provide detailed documentation on the market size and market potential for the product line within the Bell Atlantic organization.
7. Describe and provide detailed documentation on the system cost points, installation costs, and profit margins.
8. Describe and provide detailed documentation on the patent protection of the system technology to ensure exclusivity.
9. Describe and provide detailed documentation on the technology and how it operates within a telecommunication central-office.
10. Provide a fully operational working prototype at an actual central-office facility.

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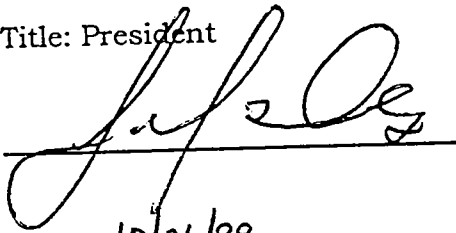
The Parties agree that this letter agreement shall interpreted under the laws of the Commonwealth of Pennsylvania and that they shall seek to enforce its provisions only in the courts of the Commonwealth of Pennsylvania.

This letter agreement, in addition to the non-disclosure agreement attached hereto, represents the whole agreement between the Parties.

POWERWEB TECHNOLOGIES, INC.

By: Mr. Lothar E.S. Budike Jr.

Title: President

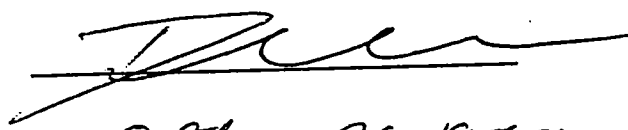


10/26/99
DATE

NEWENERGY EAST, L.L.C.

By: Mr. David I. MCGEOWN, PE

Title: Director of Energy Services



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DATE

Acknowledged and agreed to on this 26th day of October 1999:

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